

10446-71981 BDB

IN THE CIRCUIT COURT OF PERRY COUNTY, TENNESSEE

ANGELINA A. SIMS as beneficiary and  
representative of Imogene A. Bastin

Plaintiff,

v.

STONEBRIDGE LIFE INSURANCE COMPANY

Defendant.

Docket No.  
JURY DEMANDED

**FILED**

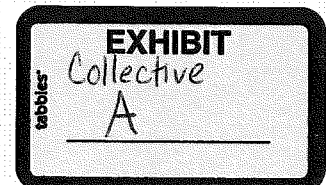
AM JAN 19 2012 PM  
Katie Hoggan  
Circuit Court Clerk

COMPLAINT

Comes now Plaintiff, Estate of Imogene Bastin, by and through counsel, and brings this action against the Defendant for its actions and breach of contract, violation of Tennessee Statutory Law, violation of Tennessee Common Law, violation of Plaintiff's Constitutionally Guaranteed Rights and other wrongs.

JURISDICTION AND VENUE

1. Imogene Bastin, during her life was a citizen and resident of Perry County, Tennessee.
2. When the policy at issue in this litigation was purchased, it was contracted in Perry County, Tennessee.
3. Stonebridge Life Insurance Company issued the contract attached as Exhibit A and they offer accidental death insurance policies such as the one attached.
4. Stonebridge Life Insurance Company is a foreign corporation registered to do business in the State of Tennessee.
5. Stonebridge Life Insurance Company has been properly served in this matter pursuant to the Tennessee Rules of Civil Procedure.



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6. Stonebridge Life Insurance Company offered life insurance coverage through its accidental death policy for the life of Imogene Bastin.

7. The advertisement enticement which preceded the execution of the insurance contract took place in Perry County, Tennessee. Further the contract was executed in Perry County, Tennessee.

8. Jurisdiction and venue are proper in this Court.

9. The policy insuring the life of Imogene Bastin, bears a policy number of 02QC-WL1Q.

10. Angelina A. Sims was the beneficiary under this policy and remained the beneficiary under this policy at the time of Imogene Bastin's death.

11. Imogene Bastin was insured under the policy and died by an accident that is defined by the policy as a motor vehicle accident. The policy provides coverage for a loss of life by motor vehicle accident for a \$50,000.00 benefit.

12. Imogene Bastin was a passenger in a motor vehicle at the time of her death.

13. Stonebridge Life Insurance Company has denied to provide coverage pursuant to their policy conditions and terms.

#### **COUNT I- BREACH OF CONTRACT**

14. Paragraphs 1-13 are hereby re-alleged as if they were fully restated herein.

15. Imogene Bastin entered into a valid contract for insurance covering his life should she lose her life pursuant to an accident.

16. Angelina A. Sims is the proper beneficiary under a valid contract of insurance covering the life of Imogene Bastin.

17. Under the contract, Defendant was required to pay \$50,000.00 as a result of

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the death of Imogene Bastin as she died as a result of an automobile accident.

18. Plaintiff has suffered losses due to the death of Imogene Bastin.

19. Defendant has refused to pay according to the contract.

20. Defendant has breached the contract.

**COUNT II- TENNESSEE CONSUMER PROTECTION ACT**

21. Paragraphs 1-20 are hereby re-alleged as if they were fully restated herein.

22. Plaintiffs brings this action under the Tennessee Consumer Protection Act (hereinafter the "Act"), Tenn. Code Ann. §§ 47-18-101 et seq.

23. Plaintiff and the deceased qualify as a "person" under Tenn. Code Ann. § 47-18-109(3).

24. The Tennessee Consumer Protection Act is to be liberally construed in favor of the consumer according to the plain language of Tenn. Code Ann. § 47-18-102.

25. Defendant is a corporation or other legal or commercial entity. However, organized and thus is a person under Tenn. Code Ann. § 47-18-103.

26. Defendants engaged in trade or commerce as defined by Tenn. Code Ann. § 48-18-103(11).

27. The providing of insurance under a valid insurance policy in exchange for payment or premiums constitutes a trade or commerce under the act.

28. The contract provides for the death of Imogene Bastin in the amount of \$50,000.00 if she dies in an automobile accident.

29. Defendant's refusal to pay the claim pursuant to the application and policy constitutes an unfair deceptive act or practice as defined by the Tennessee Consumer Protection Act.

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30. Defendant was negligent in the handling of this claim and failure to pay this claim.

31. Defendant was negligent in the manner it handled its investigation leading to the wrongful denial of the claim.

32. Defendant either intentionally or negligently refused to investigate this matter fully and as a result the claim was wrongfully denied.

33. Defendant turned a blind eye to the truth in this matter so they can increase their profits and deny valid claims.

34. Defendant denied the claim in hopes that the Plaintiff would not seek any further action against it.

35. Defendant denied the claim in an attempt to play the numbers that the Plaintiff will either be worn down so that the case may be settled for a lesser amount or that the Plaintiff would simply give up his claim.

36. Defendant denied this claim with knowledge that no valid reasons existed to deny the claim.

37. Defendant's acts or practices listed above were unfair and/or deceptive and as such violate the Tennessee Consumer Protection Act.

38. Defendant committed or engaged in unfair deceptive acts or practices affecting the conduct of any trade or commerce and constituted unlawful acts or practices in violation of the Tennessee Consumer Protection Act.

39. Plaintiff has suffered an ascertainable loss of money as a result of the use or employment by Defendant of an unfair or deceptive act or practice that is unlawful under the Tennessee Consumer Protection Act.

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40. The collection of premiums from Plaintiff, and the deceased, for a policy that does not provide coverage constituted a deceptive act by the Defendant.

41. Defendant's actions in denying a valid claim constitutes a pattern and practice of the above listed unfair and deceptive acts; thereby, warranting an award of punitive damages.

42. Defendant also violated the Tenn. Code Ann. § 47-18-104 (b)(12) by representing that a consumer transaction confers or involves rights, remedies or obligations that it does not have or involve or which are prohibited by law.

43. Pursuant to Tenn. Code Ann. § 47-18-112, the Consumer Protection Act's remedies are cumulative and supplemental to all other existing remedies and it does not prohibit or exclude using another remedy.

44. The exceptions from the Consumer Protection Act are set forth in Tenn. Code Ann. § 47-18-111.

45. Defendant's activities do not fit or meet any of the exceptions specified under Tenn. Code Ann. § 47-18-111.

46. Plaintiffs bring this action to recover damages permitted by the Tennessee Consumer Protection Act.

47. Defendant's unfair or deceptive acts or practices were willful or knowing and Plaintiffs are entitled to treble damages under Tenn. Code Ann. § 47-18-109.

48. The acts and practices of insurance companies, such as Defendant are not outside the scope of the Tennessee Consumer Protection Act.

49. This Insurance company should be held liable under the act because its advertising execution of the policy, handling of the claim and denial of the claim was unfair

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and deceptive.

50. As a result of Defendant's violation of the Tennessee Consumer Protection Act, Plaintiff suffered losses.

**COUNT III- BAD FAITH REFUSAL TO PAY**

51. Paragraphs 1-52 are re-alleged as if they were fully restated herein.

52. Plaintiff made a demand for payment under a valid insurance policy pursuant to Tenn. Code Ann. § 56-7-105.

53. Defendant had no basis for denying the claim on the date of denial.

54. Defendant has refused to pay the claim.

55. Defendant's actions refusing to pay the claim were not in good faith.

56. Following their demand for payment of the claim, Plaintiff waited sixty (60) days to file this action.

57. As a result of Defendant's actions, Plaintiff have suffered losses and are entitled to the bad faith penalty as defined by Tenn. Code Ann. § 56-7-105.

**COUNT IV- NEGLIGENCE**

58. Paragraphs 1-59 are hereby re-alleged as if they were fully restated herein.

59. Defendant owed Plaintiff said duty to investigate the claim properly before determining that they were not responsible for its payments.

60. Defendant, by accepting premium payments on the insurance policy, further owed Plaintiff a duty to pay valid claims.

61. Defendant owed Plaintiff not to provide misleading, false, or intentionally misrepresent the coverage of a policy being applied for under such application.

62. Defendant has breached all of these duties to Plaintiff by failing to pay the

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valid claim and their other actions listed herein.

63. The actions by the Defendant were willful, reckless, and/or intentional thus entitling the Plaintiff to an award of punitive damages.

64. As a result of Defendant's breaches of these duties, Plaintiff has suffered damages.

**COUNT V- UNJUST ENRICHMENT**

65. Paragraphs 1-64 are hereby re-alleged as if they were fully restated herein.

66. Defendant accepted premium payments to insure the life of the Imogene Bastin.

67. Defendant has refused to provide the insurance for which premiums were paid.

68. As a result, Plaintiffs have suffered damages and the Defendant has been unjustly enriched.


WHEREFORE, PREMISES CONSIDERED, PLAINTIFF PRAYS:

1. For a jury of twelve (12) to try this case.
2. For Plaintiff to be granted a judgment against the Defendant for the sum of money to be determined by the jury to be sufficient to compensate her for the damages complained for herein, for the full value of the policy, reasonable attorney's fees, treble damages, twenty-five (25%) percent bad faith refusal to pay, costs, punitive damages, pre and post judgment interest, all damages allowed under Tennessee Law, discretionary costs, and for general relief as justice may require. The total recovery is not to exceed \$74,000.00 exclusive of interest and costs.

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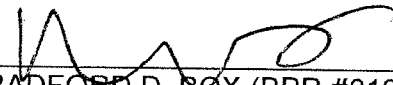
Respectfully submitted,

RAINEY, KIZER, REVIERE & BELL, PLC

By:   
BRADFORD D. BOX (BPR #016596)  
NATHAN E. SHELBY (BPR #026583)  
Attorney for Plaintiff  
209 East Main Street  
P.O. Box 1147  
Jackson, TN 38302-1147  
(731) 423-2414

**COST BOND**

This firm stands as sureties for costs in this matter not to exceed \$1,000.00.

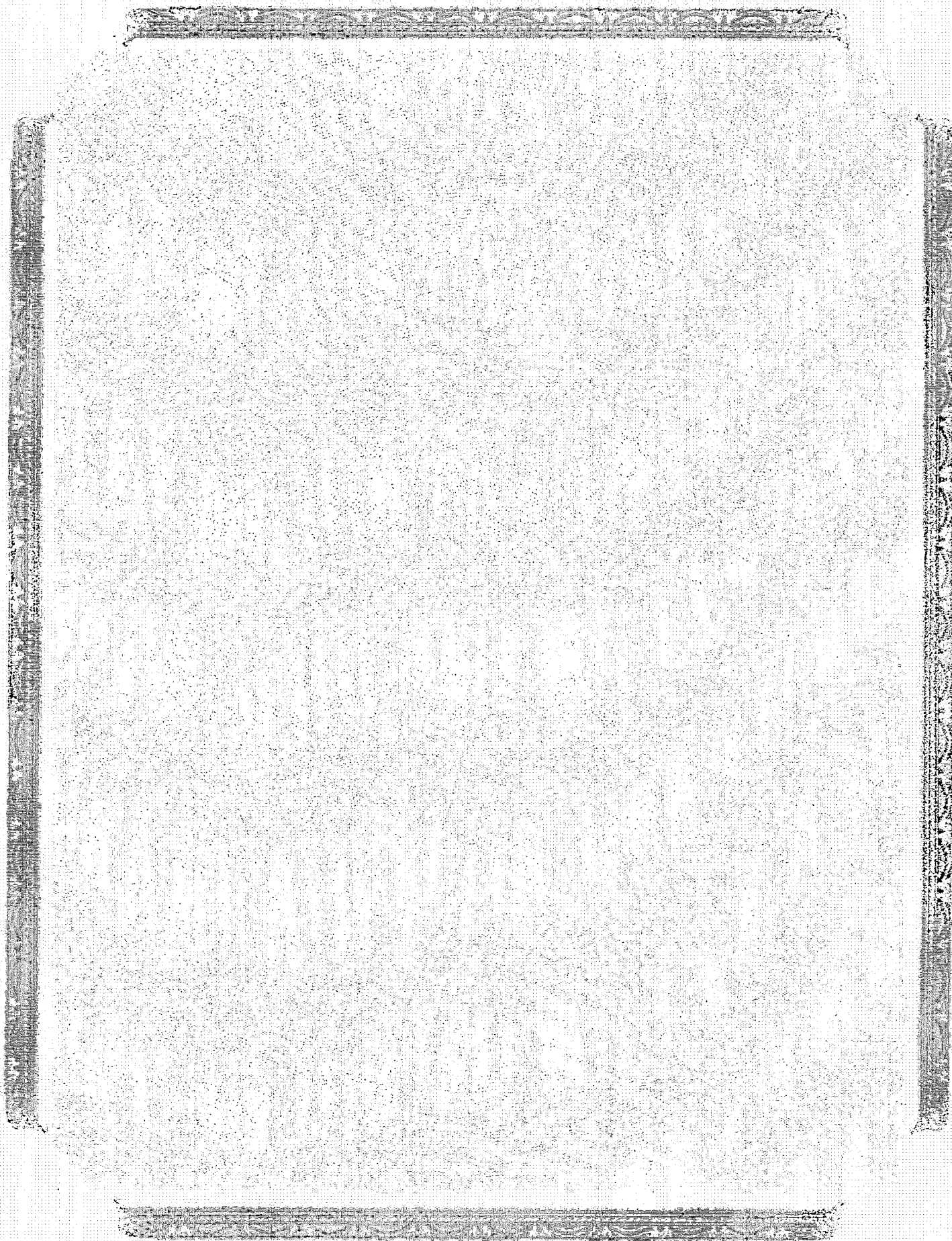
  
BRADFORD D. BOX (BPR #016596)  
NATHAN E. SHELBY (BPR #026583)

**THIS POLICY/CERTIFICATE IS NOT A MEDICARE SUPPLEMENT  
POLICY/CERTIFICATE.**

**If you are eligible for Medicare, review the Guide to Health Insurance for People with Medicare available from the Company.**

**Note: The Guide to Health Insurance for People with Medicare is available from our Customer Service Department.**

MEDSP



**Stonebridge Life Insurance Company**

A Stock Company

Home Office: Rutland, Vermont

Administrative Office: Valley Forge, Pennsylvania 19493

1-800-732-1821

**GROUP ACCIDENTAL DEATH INSURANCE CERTIFICATE**

PRINCIPAL INSURED: Imogene A Bastin

CERTIFICATE NUMBER: 02QC-WL1Q

This insurance Certificate pays benefits for death due to an accident. In this Certificate, Stonebridge Life Insurance Company is referred to as "we," "our," or "us." The Principal Insured is "you," "your," or "yours." This Certificate explains your coverage under the Group Policy. The Group Policy is a legal contract. You rely on us to honor its terms. We depend on your payment of premiums when due.

The Group Policy Number and the name of the Policyholder are shown in the Certificate Schedule. The Policy may be inspected during business hours at the office of the Policyholder.

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**GUARANTEED RENEWABLE:** We guarantee to renew this Certificate until you reach Age 80, subject to the timely payment of premiums when due.

**RIGHT TO EXAMINE CERTIFICATE:** If for any reason you are not satisfied with your Certificate, you may return it to us within 30 days of the date you receive the Certificate. We will refund any premiums paid. The Certificate is treated as if it never existed. No benefits are paid.

**IN WITNESS,** this Certificate is signed by our President and Secretary.

*Craig D. Vermie*  
Craig D. Vermie  
Secretary

*Marilyn Karp*  
Marilyn Karp  
President

**THIS COVERAGE IS LIMITED TO ACCIDENTS AND DOES NOT PAY FOR DEATH DUE TO SICKNESS  
COVERAGE STOPS AT AGE 80  
PREMIUM SUBJECT TO CHANGE AFTER THE FIRST CERTIFICATE YEAR**

**CERTIFICATE SCHEDULE**

**INSURED:**

**PLAN SPECIFICATIONS:**

**CERTIFICATE HOLDER:**  
**Imogene A Bastin**

**Accidental Death Benefit: \$50,000.00**

**INSURED SPOUSE:**

**CERTIFICATE EFFECTIVE DATE: 12/10/10**

**CERTIFICATE NUMBER: 02QC-WL1Q**

**INITIAL PREMIUM: \$8.75**

**INITIAL TERM: Monthly**

**RENEWAL PREMIUM: \$8.75**

**\$25.59**

**\$49.87**

**\$94.49**

**MONTHLY**

**QUARTERLY**

**SEMI-ANNUALLY**

**ANNUALLY**

**GROUP POLICYHOLDER: STONEBRIDGE LIFE GROUP INSURANCE TRUST**

**GROUP POLICY NUMBER: MP02794**

- F. PHYSICAL EXAMINATION AND AUTOPSY:** When there is a claim, we reserve the right, at our expense, to examine the hospital charts and records of an Insured and to conduct an Autopsy, where not prohibited by law.

#### **PART VII: GENERAL PROVISIONS**

- A. LEGAL ACTIONS:** You may not bring a lawsuit against us (e.g., if we do not pay a claim): (1) during the 60 days after we receive written notice of loss; or (2) 5 years from the time written proof of loss is required.
- B. OTHER INSURANCE IN THIS COMPANY:** If an Insured is covered under more than one Accidental Death or Accidental Death and Dismemberment policy or certificate in effect with us or any AEGON affiliate at any one time, the maximum liability is limited to the lesser of the total amount of benefits payable under all such policies and certificates or \$1,000,000. Upon discovery of an excess of the maximum liability, all premiums paid for all such excess will be refunded to you or to your Beneficiary. The excess will be voided.
- C. PRONOUNS:** Masculine pronouns shall include the feminine gender unless the context indicates otherwise.
- D. ENTIRE CONTRACT CHANGES:** Your Certificate is furnished in accordance with and subject to the terms of the Policy. It is not part of the Policy but evidence of the insurance provided under the Policy. The Policy, the Policyholder's Application, and any endorsements make up the entire legal contract between the parties. No change in this Certificate is effective until approved by one of our officers. Such approval must be noted on or attached to this Certificate. No agent may change this Certificate or waive any of its provisions.
- E. MISSTATEMENT OF AGE:** If an Insured's age is misstated, benefits are changed to what the premium would have purchased at the correct age.
- F. CLERICAL ERROR:** Neither record keeping errors nor delays in making entries will keep this Certificate in force or continue insurance which was validly terminated. If we find any such error or delay, we will make a fair adjustment of premiums.
- G. CANCELLATION:** Only you may cancel this Certificate. You may cancel it by delivering or mailing Written Notice to us. You must specify the effective date of your cancellation. We may delay the date you request until your next monthly premium due date. Any unused premium is pro-rated from the date of cancellation and refunded to you. If you do not specify a specific date, your cancellation is effective on your next premium due date. Cancellation is without prejudice to any claim originating prior to the date of cancellation.

#### **PART VIII: PREMIUMS**

- A. PREMIUM:** You keep coverage in force by paying the premiums. Your first premium is due as stated in the "When Coverage Starts" provision. After that, premiums are due on the first day of each renewal period.
- B. RIGHT TO ADJUST PREMIUMS:** We may change our Table of Premium Rates on any date. Any change made to your premium will be made on a uniform basis to all insureds of the same class. We will not increase your rates in the first Certificate Year of coverage. After that, we will not increase your rates more than once in any 12 month period. We will send you at least 60 days prior notice of any rate increase.
- C. GRACE PERIOD:** You have a grace period of 31 days after the due date to pay each renewal premium. The coverage stays in force if the premium is paid during this grace period. If the premium is not paid within this grace period, this insurance will stop. If an Insured dies during the grace period, any premium due will be deducted from the death benefit.
- D. UNPAID PREMIUM:** When a claim is paid, any premium due and unpaid may be deducted from the claim payment.

- E. REINSTATEMENT OF CERTIFICATES:** If your premium is not paid before the grace period ends, your Certificate will lapse. Later acceptance of premium (by us or by an agent authorized to accept payment) without requiring an application for reinstatement will reinstate the Certificate.

The reinstated Certificate will cover only loss due to an injury sustained after the date of reinstatement. In all other respects our rights and your rights will remain the same, subject to any provisions attached to the reinstated Certificate.

#### **PART IX: PREMIUM PAYMENT**

- A.** Four payment methods are available: (1) we can bill you directly; (2) you can pay by credit card; (3) you can pay by automatic deductions from your bank checking or savings account or (4) you can pay by deductions with your monthly mortgage payment. The Renewal Premium modes are shown on your Certificate Schedule. (NOTE: Credit Card payment is not permitted in some states.)

1. **We Bill You:** Premiums can be paid in advance by using any of the premium modes shown in the Certificate Schedule. All premiums are payable to Stonebridge Life Insurance Company at our administrative offices.
2. **You Pay By Credit Card:** If credit card payment is used, our receiving your credit card billing authorization is treated as payment. The credit card company assumes the duty to pay each premium when due. You are billed by them through the credit card. Premiums are paid for as long as you authorize payment and your credit card remains in effect. This is subject to the option of the credit card company not to make payment if your credit card account is over limit or past due. We will bill you directly if payment is not made by the credit card company.
3. **You Pay By Automatic Bank Account:** If bank account payment is used, our receiving your authorization to deduct premiums from your bank account is treated as payment. The bank pays each premium when due. Premiums are paid for as long as you authorize payment, provided there are enough funds in your bank account to pay the premium. We will bill you directly if payment cannot be automatically deducted from your bank account.
4. **You Pay By Mortgage Account:** If you choose to have your lending institution collect the premium with your monthly mortgage payment, our receipt of your authorization is treated as receipt of payment of the initial premium as long as the mortgage payment, including premium, is paid. The lending institution pays each premium when due. Premiums are paid for as long as you authorize payment. We will bill you directly if payment from your mortgage lending institution stops.

- B. Payment Cancellation:** If you choose to cancel credit card or bank or mortgage account payments, you must notify us in writing. We will stop your billing. You must pay for any coverage prior to our receiving your notice. If you wish to continue coverage, we will bill you directly.

**PART I: DEFINITIONS**

When used in this Certificate:

- A. **"AGE"** means, on the Effective Date, an Insured's current age based on his last birthday. His age on the Effective Date will increase by one year on each Certificate Anniversary. His age increase for purposes of this Certificate will always occur on the Certificate Anniversary, even if his actual birthday occurs (in most cases) during the Certificate Year prior to the Certificate Anniversary.
- B. **"BENEFICIARY"** means the person who receives the payment of benefits. This is explained in Part V.
- C. **"CERTIFICATE ANNIVERSARY"** means any anniversary of the date this Certificate takes effect.
- D. **"CERTIFICATE YEAR"** means the 12 month period ending on any Certificate Anniversary.
- E. **"COVERED DEPENDENT SPOUSE"** means your lawful spouse who is insured under this Certificate.
- F. **"INJURY"** means bodily harm, caused by an accident, directly and independently of all other causes. It must occur while an Insured's coverage is in force. Injury must not be caused by or contributed to by disease or bodily infirmity.
- G. **"INSURED"** means the Principal Insured or any Covered Dependent Spouse who is insured under this Certificate.
- H. **"MENTAL DISEASE OR DISORDER"** means neurosis, psychoneurosis, psychopathy, psychosis, or mental or emotional disease or disorder which does not have a demonstrable organic cause.
- I. **"PRINCIPAL INSURED"** means only the person who enrolled for coverage and who is named as the Certificateholder on the Certificate Schedule.
- J. **"WRITTEN NOTICE"** means a request or notice in writing by an Insured to us.

**PART II: WHEN COVERAGE STARTS AND STOPS****A. INDIVIDUALS ELIGIBLE FOR INSURANCE**

**ELIGIBLE MEMBERS:** All members of the Group Policyholder as set forth in the Group Policy are eligible to enroll for coverage.

**ELIGIBLE DEPENDENT SPOUSE:** Each Eligible Member may insure his spouse on the later of: (1) the Effective Date of his Certificate; or (2) the date he first acquires a spouse (see **ADDING A SPOUSE**).

**B. WHEN COVERAGE STARTS**

Before coverage becomes effective, you must: (1) enroll; and (2) we must receive your first premium before the Certificate Effective Date. Coverage will then start at 12:01 A.M., Standard Time, at your home on the date shown on your Certificate Schedule. If these two things do not happen, your Certificate is void from the start. No benefits will be paid for any loss.

**ADDING A SPOUSE:** In order to cover your spouse who is not insured on the Effective Date, you must: (1) make written request to us; and (2) pay any required additional premium. The Effective Date of coverage for such spouse is the date shown on our endorsement indicating such addition.

**C. WHEN COVERAGE STOPS**

Coverage under this Certificate stops at 12:01 A.M., Standard Time, at your home on the earliest of:

- 1) the date you die;
- 2) the date you reach Age 80;
- 3) the date the 31 day Grace Period ends if you fail to pay the premium when due or
- 4) the date we receive your written request to cancel. (Note concerning cancellation: The provision entitled "Right to Examine Certificate" explains the rules for cancellation when your coverage is first issued. After that period the Cancellation provision on Page 5 applies.)

A Covered Dependent Spouse's coverage stops on the premium due date after a change in marital status. If this happens, the Covered Dependent Spouse may apply for a Certificate with similar benefits. We do not require proof of good health. We must receive a written request within 60 days of the change in marital status. The spouse then pays the premium for a single adult at his age.

**D. PRINCIPAL INSURED'S DEATH:**

If you die, your Covered Dependent Spouse, if any, becomes the Principal Insured. His premium rate is that of a Principal Insured based on his Age at the time this Certificate is issued. However, if your Covered Dependent Spouse is Age 80 or older on the date you die, the spouse does not become the Principal Insured. All coverage stops.

**PART III: ACCIDENTAL DEATH BENEFIT**

We pay a benefit if an Insured dies as the result of an injury. The Accidental Death Benefit is shown on your Certificate Schedule. Death must occur within 90 days of the accident causing the injury.

**PART IV: EXCLUSIONS**

No benefit will be paid for death that is caused by, results from or is contributed to by:

1. an intentionally self-inflicted injury, suicide, or any attempt at suicide, while sane;
2. any active participation in a riot, insurrection or war, either declared or undeclared;
3. taking or using any narcotic, barbiturate or any other drug or medication, unless taken or used as prescribed by a Physician;
4. the Insured having a blood alcohol level being .10% (by weight or volume) or higher;
5. operating or riding in any kind of aircraft, except as a fare-paying passenger on a regularly scheduled commercial flight;
6. committing or attempting to commit a felony or an assault or being engaged in an illegal activity;
7. sickness, bodily infirmity or their medical or surgical treatment including diagnosis (except pyogenic infections which result from an injury) or Mental disease or Disorder;
8. voluntary gas inhalation or poison voluntarily taken, administered or inhaled; or
9. taking alcohol in combination with any drug, medication or sedative.

**PART V: BENEFICIARY**

**BENEFICIARY:** The Beneficiary is the person who receives the Accidental Death Benefit if you die. If there is no Beneficiary when you die, benefits are paid: (1) to your living spouse; or (2) if you do not have one, in equal shares to your living, lawful children; or (3) if there are none, in equal shares to your living, lawful parents; or (4) if there are none, in equal shares to your living, lawful brothers and sisters; or (5) if there are none, to your estate. Spouse means only the one to whom you are lawfully married on the date of your death. Except in the case of a legal adoption, lawful children, parents, brothers and sisters do not mean "step" children, parents, brothers or sisters. Any other benefits are paid to you.

**CHANGE OF BENEFICIARY:** Unless you indicate that a Beneficiary cannot be changed, you can change the Beneficiary at any time by giving us Written Notice at our Administrative Office. The Beneficiary's consent is not needed. We will make the change only if we first acknowledge receipt of your notice. It will take effect on the date the notice was signed. The change is subject to: (1) the rights of any assignee; and (2) any payment made or action taken by us before our acknowledgement.

**PART VI: WHEN THERE IS A CLAIM**

- A. **NOTICE OF CLAIM:** Written Notice of claim must be given to us within 60 days after an Insured's death or as soon as possible. Notice can be given to our Administrative Offices. Notice should include the Insured's name and Certificate Number.
- B. **CLAIM FORMS:** When we receive a notice of claim we will send the claimant forms for filing proof of loss. If we do not do so within fifteen days, a written statement of the nature and extent of the loss should be submitted within the time fixed for Proof of Loss.
- C. **PROOF OF LOSS:** Written proof of loss must be provided within 90 days after the date of loss. If it is not reasonably possible to furnish the necessary proof within the 90 days, a claim will not be reduced or denied because of failure to do so.
- D. **TIME OF PAYMENT OF CLAIM:** We will pay benefits as soon as the claimant files written proof of loss. Valid claims not paid within 30 days after we receive proof of death are credited with interest. It is paid at the rate of 9% per annum. It is calculated from the date of the Insured's death until the date the claim is paid.
- E. **PAYMENT OF CLAIMS:** Payment is made immediately when we get written proof of an Insured's loss. Payment is made according to the Beneficiary designation described in Part V: Beneficiary.



**Stonebridge Life Insurance Company**  
Valley Forge, Pennsylvania 19493

Mrs Imogene A Bastin  
1448 Old Highway 13 N  
Linden TN 37096-5212

11/16/10

Dear Mrs Imogene A Bastin,

Your insurance document is enclosed. Please insert these pages into the folder provided and keep them in a safe place.

On behalf of all the hard-working men and women at Stonebridge Life Insurance Company, we thank you for your business. While there are many insurance companies to choose from, Stonebridge Life is 100% dedicated to providing affordable insurance for America's working families. We're pleased and proud that you chose us.

And, you can feel confident that your decision to purchase this accidental death insurance plan was a wise one because it provides:

- **Extra security for your loved ones.** This insurance helps protect your family by making sure that they have money when they need it most. And, there are NO "strings attached" – your beneficiaries can use the payment however they want.
- **Total control for you.** Your plan is 100% portable. You can take it with you if you move, change jobs, or change employers. So you have the flexibility that you need in today's constantly changing world.
- **Maximum benefit at an affordable cost.** Because this is an accidental death plan, you get a lot of coverage for your dollar. Accidents are a leading cause of death for many age groups, so you were very sensible to add this extra coverage for what you may need to protect against the most.
- **Claims processed promptly.** You can be confident your family's claim will be processed promptly.

You can also look forward to fast, friendly, and efficient service from the professionals in our Customer Service Center whenever you need it. Call us toll-free if you have any questions now or in the future: 1-800-732-1821, Monday through Friday, 8:00 A.M. – 6:00 P.M. Eastern Time. One of our representatives will be happy to assist you.

Sincerely,

Brian A. Smith  
Executive Vice President

P.S. Your Policy/Certificate begins to protect you on the Effective Date as long as premiums are paid. Your first bill is enclosed, please be sure to pay it promptly to put your coverage in force.

Stonebridge Life • Administrative Offices: Valley Forge, Pennsylvania 19493 • an AEGON company • Toll-free number: 1-800-732-1821

Follow Stonebridge Life Insurance Company on Facebook and Twitter [www.stonebridgelife.com](http://www.stonebridgelife.com)



SAP666

## Enrollment Form

Insure your spouse and your spouse can save 34%!

### Coverage ENROLLMENT FORM

1. Select a benefit amount, name your beneficiary and choose individual or joint coverage.
  2. Sign and return your form in the postage-paid envelope provided.
  3. Send No Money Now. We'll bill you later.
- Remember, only you and your legal spouse can be covered.

Ms. Imogene A. Bastin  
1448 Old Highway 13 N  
Linden, TN 37096-5212



Home Phone (931) 589-3668 Date of Birth 9/9/47 Age Sex ☐ Male ☒ Female  
AREA CODE MONTH DAY YEAR

► Amount of Accidental Death Coverage you want ☒ at \$50,000.00 ☐ at \$25,000.00

► Select a Coverage Plan: ☒ Individual Only ☐ Individual & Spouse

► Your Beneficiary Angelina A. Sims Relationship to You Granddaughter  
FIRST MIDDLE LAST

#### PLEASE COMPLETE IF YOUR SPOUSE IS TO BE INSURED.

► Spouse's Name Debra A. Sims Date of Birth 6-12-42 Sex ☐ Male ☒ Female  
FIRST MIDDLE LAST MONTH DAY YEAR

I understand that no coverage is in effect until a Certificate is issued and my first premium is received by Stonebridge Life before the Certificate Effective Date and during my lifetime. I also understand that only accidental bodily injuries sustained on or after my Certificate Effective Date will be covered. I understand that subject to the company's maximum coverage limit, I can have more than one policy/certificate providing the same or similar coverage. I have read my state's fraud notice on the back of this enrollment form.

X Imogene Bastin  
YOUR SIGNATURE

10-5-2010  
DATE

STONEBRIDGE LIFE INSURANCE COMPANY  
Administrative Offices Valley Forge, Pennsylvania 19493

SLGA-AD-1005

MP02794

SLC-3620-1005

Underwriter, Stonebridge Life Insurance Company  
Stonebridge Life Group Insurance Trust

K#SE4900102 S#0077 C#0200-WL10 C#20101011YH10  
ACC15586 F132 SMA1816 LL16804794  
05531.WFD

*In 2007 alone, we paid over \$260 million in accident, health and life claims.\**



Stonebridge Life Insurance Company,  
an AEGON company

Call Toll-Free:

**1-866-227-0337**

Hours: Mon. - Fri. 8 am - 6 pm Eastern Time

For 40 years, Stonebridge Life Insurance Company has provided high-quality supplemental insurance products at affordable rates.

Everyone at our Valley Forge office is dedicated to serving your insurance needs. Earning your trust is our highest priority. Our consistently high ratings are a direct reflection of the care with which we manage our business. For more information on AEGON and Stonebridge Life Insurance Company ratings visit [www.aegonis.com](http://www.aegonis.com).

If you have any questions about this, or any of our insurance plans, please call us toll-free. One of our courteous service representatives will be glad to assist you.

**FOR ARKANSAS, NEW MEXICO AND RHODE ISLAND RESIDENTS:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**FOR KENTUCKY AND PENNSYLVANIA RESIDENTS:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

**FOR OHIO RESIDENTS:** Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

**FOR DISTRICT OF COLUMBIA AND TENNESSEE RESIDENTS: WARNING:** It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

**SPECIAL NOTE:** Act now to obtain this affordable coverage at the rates shown above. Your acceptance is guaranteed for this value-packed protection. Just complete the form on front and mail it back to us today. Remember, you can **INSURE YOUR SPOUSE AND YOUR SPOUSE CAN SAVE 34%.**

Stonebridge Life Insurance Company  
Administrative Office: Valley Forge, PA 19493 • Home Office: Rutland, VT



Insured: **Imogene A Bastin**

Policy/Certificate Number: **02QC-WL1Q**

As a condition of your enrollment/application, please read the following required fraud warning as it applies to your state of residence.

## FRAUD WARNINGS

**AR, NM and OH residents:** Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

**DC residents: WARNING:** It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

**FL residents:** Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

**LA and RI residents:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

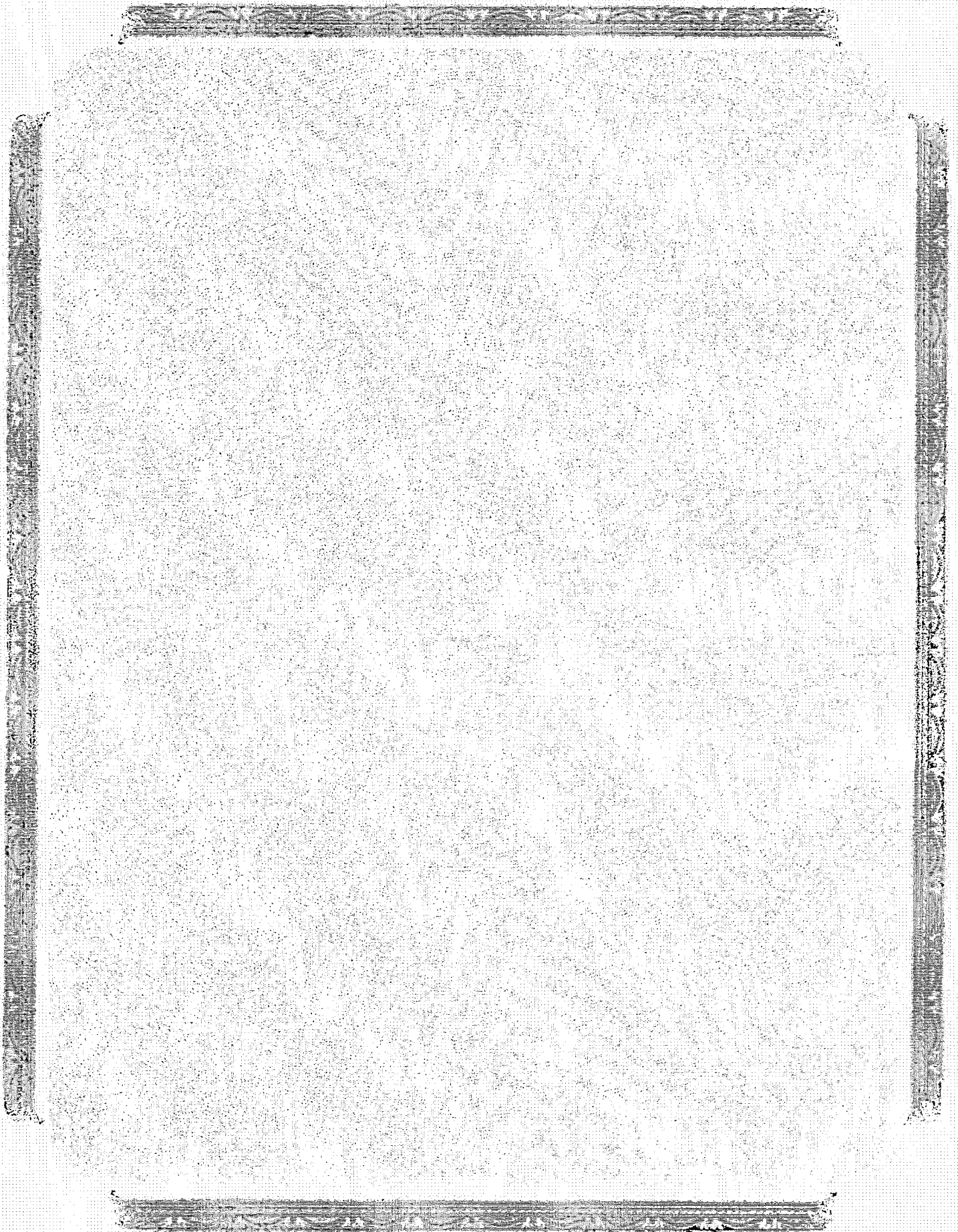
**ME, TN and WA residents:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

**MD residents:** Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**NJ residents:** Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

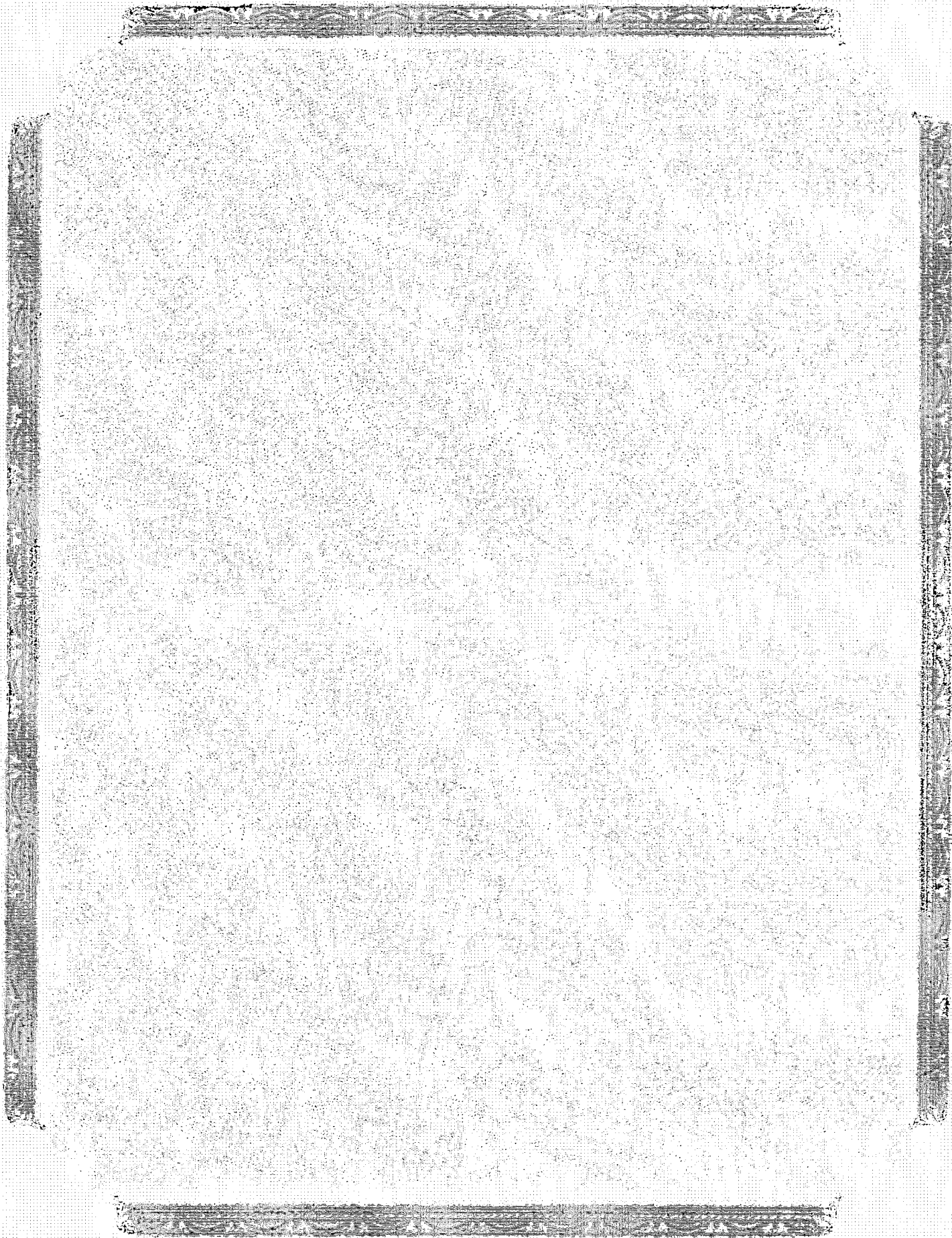
**NY residents:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

**KY and PA residents:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.



YOU MAY OBTAIN INFORMATION OR CLAIM  
FORMS FROM OUR POLICYOWNER  
SERVICE OFFICE BY CALLING OUR TOLL-  
FREE TELEPHONE NUMBER,  
1-877-268-3762, OR BY WRITING TO OUR  
ADMINISTRATIVE OFFICES AT VALLEY  
FORGE, PENNSYLVANIA 19493.

TN-SLINFO-1102



**NOTICE CONCERNING COVERAGE UNDER  
THE TENNESSEE LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION ACT**

Residents of Tennessee who purchase life insurance, annuities or health insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Tennessee Life and Health Insurance Guaranty Association. The purpose of this association is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of insured persons who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by these insurers through the Guaranty Association is not unlimited, however, and is not available at all for some policies. And, as noted below, this protection is not a substitute for consumers' care in selecting companies that are well managed and financially stable.

The state law that provides for this safety-net coverage is called the Tennessee Life and Health Insurance Guaranty Association Act. The following is a brief summary of this law's coverages, exclusions and limits. **This summary does not cover all provisions of the law or describe all of the conditions and limitations relating to coverage. This summary does not in any way change anyone's rights or obligations under the act or the rights or obligations of the Guaranty Association.**

The Tennessee Life and Health Insurance Guaranty Association may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in Tennessee. You should not rely on coverage by the Tennessee Life and Health Insurance Guaranty Association in selecting an insurance company or in selecting an insurance policy.

**COVERAGE IS NOT PROVIDED FOR YOUR POLICY OR ANY PORTION OF IT THAT IS NOT GUARANTEED BY THE INSURER OR FOR WHICH YOU HAVE ASSUMED THE RISK, SUCH AS A VARIABLE CONTRACT SOLD BY PROSPECTUS.**

Insurance companies or their agents are required by law to give or send you this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Guaranty Association to induce you to purchase any kind of insurance policy.

Tennessee Life and Health Insurance Guaranty Association  
1200 One Nashville Place  
150 4th Avenue North  
Nashville, Tennessee 37219

Tennessee Department of Commerce and Insurance  
500 James Robertson Parkway  
Nashville, Tennessee 37243

**COVERAGE**

Generally, individuals will be protected by the Life and Health Insurance Guaranty Association if they live in this state and hold a life or health insurance contract, an annuity, or if they are insured under a group insurance contract issued by an insurer authorized to conduct business in Tennessee. Health insurance includes disability and long term care policies. The beneficiaries, payees or assignees of insured persons are protected as well, even if they live in another state.

**EXCLUSIONS FROM COVERAGE**

However, persons holding such policies are not protected by this Guaranty Association if:

- (1) they are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose Guaranty Association protects insureds who live outside that state);
- (2) the insurer was not authorized to do business in this state;

GAN TN (6/10)

- (3) their policy was issued by an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policyholder is subject to future assessments, or by an insurance exchange.

The Guaranty Association also does not provide coverage for:

- (1) any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as a variable contract sold by prospectus;
- (2) any policy of reinsurance (unless an assumption certificate was issued);
- (3) interest rate yields that exceed an average rate;
- (4) dividends;
- (5) credits given in connection with the administration of a policy by a group contractholder;
- (6) employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
- (7) unallocated annuity contracts (which give rights to group contractholders, not individuals).

#### LIMITS ON AMOUNT OF COVERAGE

The act also limits the amount the Guaranty Association is obligated to pay out. The Guaranty Association cannot pay more than what the insurance company would owe under a policy or contract. For any one insured life, the Guaranty Association guarantees payments up to a stated maximum no matter how many policies and contracts there were with the same company, even if they provided different types of coverage. These aggregate limits per life are as follows:

- \$300,000 for policies and contracts of all types, except as described in the next point
- \$500,000 for basic hospital, medical and surgical insurance and major medical insurance issued by companies that become insolvent after January 1, 2010

Within these overall limits, the Guaranty Association cannot guarantee payment of benefit greater than the following:

- life insurance death benefits - \$300,000
- life insurance cash surrender value - \$100,000
- present value of annuity benefits for companies insolvent before July 1, 2009 - \$100,000
- present value of annuity benefits for companies insolvent after June 30, 2009 - \$250,000
- health insurance benefits for companies declared insolvent before January 1, 2010 - \$100,000
- health insurance benefits for companies declared insolvent on or after January 1, 2010:
  - \$100,000 for limited benefits and supplemental health coverages
  - \$300,000 for disability and long term care insurance
  - \$500,000 for basic hospital, medical and surgical insurance or major medical insurance



**AEGON** Direct Marketing  
Services, Inc.

Administrative Office  
Valley Forge, PA 19493

Monumental Life Insurance Company  
Stonebridge Benefit Services, Inc.  
Stonebridge Casualty Insurance Company  
Stonebridge Life Insurance Company  
Transamerica Financial Life Insurance Company  
Transamerica Life Insurance Company

### **NOTICE OF PRIVACY POLICY** **Information Only – No Response Necessary**

Protecting your privacy is very important to us. We want you to understand what information we collect and how we use it. We collect and use nonpublic personal information in order to provide our customers with a broad range of financial products and services. We treat your information with the utmost respect and in accordance with our Privacy Policy.

#### **What Information We Collect and From Whom We Collect It**

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you on applications or other forms;
- Information about your transactions with us, our affiliates, or others; and
- Information we receive from non-affiliated third parties, including consumer reporting agencies and insurance support organizations.

Nonpublic personal information is nonpublic information about you that we obtain in connection with providing a financial product or service to you. In some states, personal information may also include your name, address and medical record information but not privileged information. This information may be collected in person, by mail, fax, or by other electronic means as permitted by law or as expressly authorized by you.

#### **What Information We Disclose and To Whom We Disclose It**

Depending upon the product or service offered, we may disclose nonpublic personal information we collect to:

- Persons or companies that perform services on our behalf.
- Other financial institutions with which we have joint marketing agreements as permitted by law. In Vermont this includes only your name, contact information, policy coverage and information about your transactions with us or our affiliates.
- A medical professional for the purpose of disclosing a medical problem of which you may not be aware.
- Other insurance support organizations for use in connection with an insurance transaction or to prevent fraud.
- An insurance regulatory authority.
- A law enforcement or other governmental authority to prevent or prosecute fraud or other unlawful activities.
- Organizations conducting actuarial research studies.
- If applicable, a group policyholder for reporting claims experience or conducting an audit.

We do not disclose any nonpublic personal information about you to either our affiliates or non-affiliates, except as permitted by law. Our affiliates are companies with which we share common ownership. They offer life and health insurance and pension and savings products. Nonpublic personal information about you that we obtain from a report prepared by an insurance support organization may be retained by that organization and disclosed to other persons.

#### **Your Right to Verify Accuracy of Information We Collect**

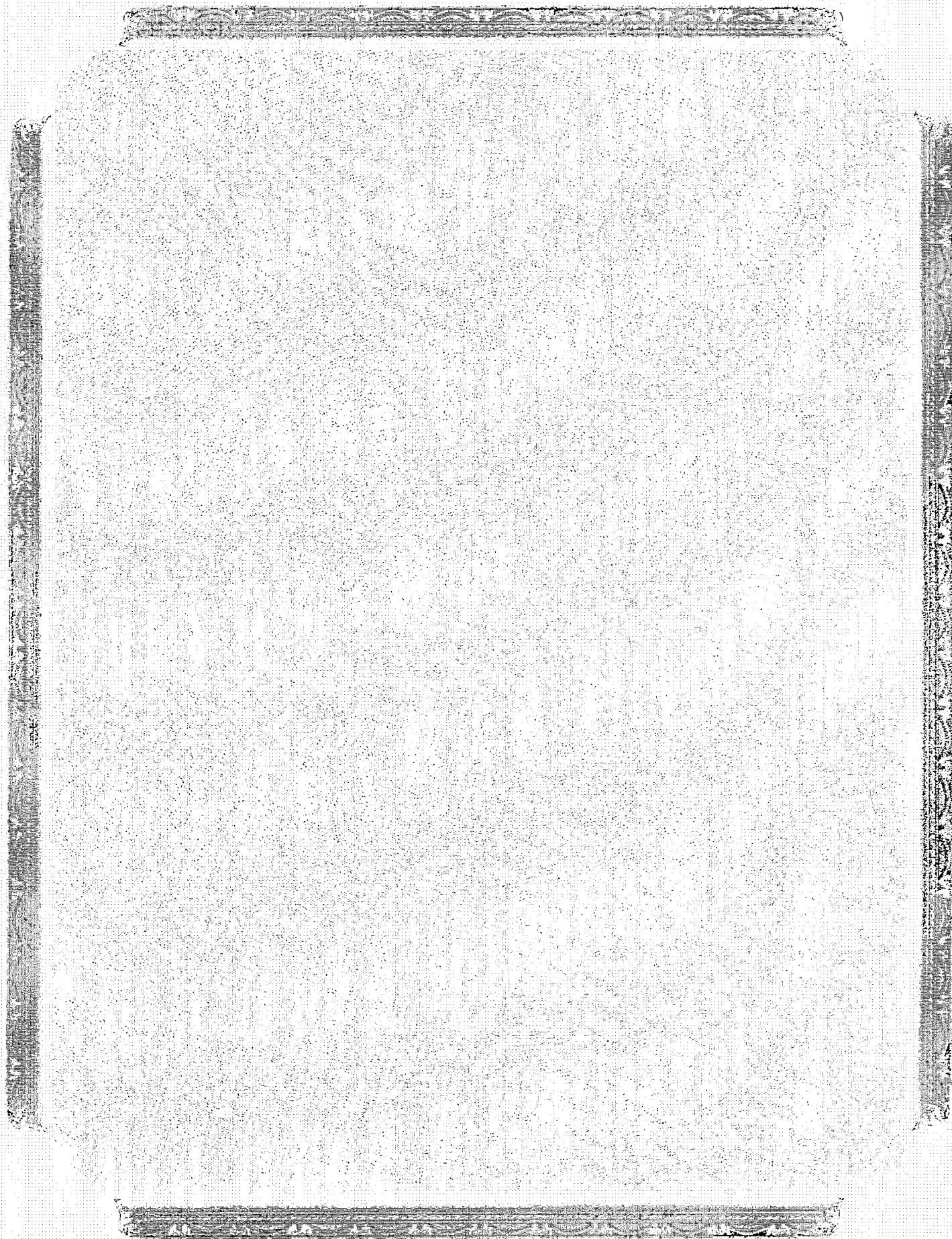
Keeping your information accurate and up to date is very important to us. In some states, you may have the right to write to us in order to request that you have reasonable access to your nonpublic personal information (this includes a record of any subsequent disclosures of medical record information). You may not access information relating to or in anticipation of a claim or a criminal or civil proceeding. If you believe the information we collected about you is inaccurate, you may request that we amend, correct or delete it. We will notify you of our decision, give you our reasons and the opportunity to file a concise statement of dispute with us if you do not agree. Your statement will be made a part of our file and sent to persons or organizations that received your information in the past and in the future as required by law.

#### **Your Choice to Limit Marketing**

You may limit our affiliates from marketing their products and services to you based on your personal information that we collect and share with them. This information may include the products you own and your account history. To limit marketing offers, contact us at (800) 732-1821.

#### **Our Security Procedures**

We restrict access to nonpublic personal information and only allow disclosures to persons and companies as permitted or required by law to assist in providing products or services to you. We maintain physical, electronic, and procedural safeguards to protect your nonpublic personal information. Should your relationship with us end, we will maintain and only disclose your nonpublic personal information in accordance with this Privacy Policy.



10446/71981 (BDB)

**STATE OF TENNESSEE**  
**CIRCUIT COURT OF PERRY COUNTY, TENNESSEE**  
 SUMMONS IN A CIVIL ACTION

Angelina A. Sims as beneficiary and  
 Representative of Imogene A. Bastin,

Plaintiff

VS.

No. 2012-CV-2

Stonebridge Life Insurance Company,

Defendant

To the above named defendant:      Western Reserve Life Assurance Company of Ohio  
    by the Tennessee Commissioner of Insurance  
    500 James Robertson Pkwy.,  
    Nashville, Tennessee 37219

You are hereby summoned to defend a civil action filed against you in the Circuit Court, Perry County, Tennessee. Your defense must be made within thirty (30) days from the date this summons is served upon you. You are directed to file your defense with the clerk of the court and send a copy to the plaintiff's attorney at the address listed below. If you fail to defend this action by the above date, judgment by default can be rendered against you for the relief sought in the complaint.

<b>Attorney for plaintiff:</b>  Bradford D. Box, (BPR No. 16596) Nathan E. Shelby, (BPR No. 26583) Rainey, Kizer, Reviere & Bell, P.L.C. P. O. Box 1147 Jackson, TN 38302-1147 (731) 423-2414	<b>Filed, Issued &amp; Attested this the <u>19</u> day of <u>January</u>, 2012.</b>  <hr/> <b>Circuit Court Clerk</b> <i>Katie Keegan, DC</i> <hr/> <b>Deputy Clerk</b>
<b>TO THE PROCESS SERVER:</b> Please execute this summons and make your return within thirty (30) days of issuance as provided by law.	<b>DATE RECEIVED</b>  <hr/> <b>Process Server</b>

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**NOTICE**

To the defendant:

Tennessee law provides a four thousand dollar (\$4,000.00) personal property exemption from execution or seizure to satisfy a judgment. If a judgment should be entered against you in this action and you wish to claim property as exempt, you must file a written list, under oath, of the items you wish to claim as exempt with the clerk of the court. The list may be filed at any time and may be changed by you thereafter as necessary; however, unless it is filed before the judgment becomes final, it will not be effective as to any execution or garnishment issued prior to the filing of the list. Certain items are automatically exempt by law and do not need to be listed; these include items of necessary wearing apparel for yourself and your family and trunks or other receptacles necessary to contain such apparel, family portraits, the family Bible, and school books. Should any of these items be seized, you would have the right to recover them. If you do not understand your exemption right or how to exercise it, you may wish to seek the counsel of a lawyer.

10446/71981 (BDB)

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**CIRCUIT COURT OF PERRY COUNTY, TENNESSEE**  
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**STATE OF TENNESSEE**  
**Department of Commerce and Insurance**  
**500 James Robertson Parkway**  
**Nashville, TN 37243-1131**  
**PH - 615.532.5260, FX - 615.532.2788**  
**brenda.meade@tn.gov**

CORP LAW DEPT  
FEB 06 2012

January 31, 2012

Western Reserve Life Assur Co Of Oh  
4333 Edgewood Rd, Ne, % C. Vermie  
Cedar Rapids, IA 52499  
NAIC # 91413

Certified Mail  
Return Receipt Requested  
7011 0470 0000 5068 2218  
Cashier # 1387

Re: Angelina A. Sims & Imogene A. Bastin V. Western Reserve Life Assur Co Of Oh

Docket # 2012-CV-2

To Whom It May Concern:

Pursuant to Tennessee Code Annotated § 56-2-504 or § 56-2-506, the Department of Commerce and Insurance was served January 25, 2012, on your behalf in connection with the above-styled proceeding. Documentation relating to the subject is herein enclosed.

Brenda C. Meade  
Designated Agent  
Service of Process

Enclosures

cc: Circuit Court Clerk  
Perry County  
P O Box 91  
Linden, Tn 37096